



We create stuff...
not just any old stuff //

Graphic Design, Illustration,
Art Direction & New Media

Well thought-out, well-designed
& well-produced stuff

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by HoohaaDesign. and are a binding and insoluble contract. By agreeing to the quotation presented to you by HoohaaDesign, you authorise HoohaaDesign to proceed with the creation of the product as presented in the quotation.

Terms & Conditions

1 \ All work is carried out by HoohaaDesign on the understanding that the client has agreed to HoohaaDesign's terms and conditions.

2 \ **Copyright** is retained by HoohaaDesign on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

3 \ If a choice of design is presented, only one solution is deemed to be given by HoohaaDesign as fulfilling the contract. All other designs remain the property of HoohaaDesign, unless agreed in writing that this arrangement has been changed.

4 \ **Project Acceptance:** At the time of proposal, HoohaaDesign will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Hoohaa Design. Alternatively, the client may send an official order in reply to the estimate or quotation that binds the client to accept HoohaaDesign's terms and conditions. No work on a project will commence until either document has been received by Hoohaa Design.

5 \ **Design Charges:** Charges for design services to be provided by Hoohaa Design, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 25% of the quoted fee will become due. The first stage of the project will not be presented for approval until HoohaaDesign has received this amount.

6 \ **Charges for Other Services:** Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

7 \ **Payment & Approval:** The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to HoohaaDesign.

8 \ Payments may be made by cash, cheque, or by BACS, or (for overseas customers), Pound Sterling International. Publication and/or release of work done by HoohaaDesign on behalf of the client, may not take place before cleared funds have been received.

9 \ Returned cheques will incur an additional fee of £100 per returned cheque. HoohaaDesign reserves the right to consider an account to be in default in the event of a returned cheque.

10 \ **Default:** An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. HoohaaDesign shall be considered entitled to remove HoohaaDesignand/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

11 \ Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Hoohaa Design, reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

12 \ **Copyrights & Trademarks:** By supplying text, images and other data to Hoohaa Design for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permission. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

14 \ The customer may request in writing from Hoohaa Design, the necessary permission to use materials (for which Hoohaa Design holds the copyright) in forms other than for which it was originally supplied, and Hoohaa Design may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the afore said artwork, images, text, or other data to be used.

15 \ By supplying images, text, or any other data to Hoohaa Design , the customer grants Hoohaa Design permission to use this material freely in the pursuit of the design.

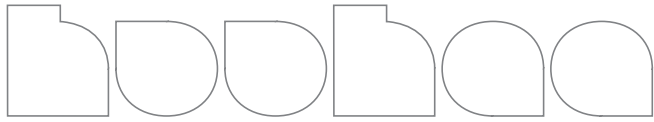
16 \ Should Hoohaa Design, or the customer supply an image, text, audio clip or any other file for use in a web site, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Hoohaa Design to remove and/or replace the file on the site.

17 \ The customer agrees to fully indemnify and hold Hoohaa Design free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permission.

18 \ **Alterations:** The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that Hoohaa Design holds no responsibility for any amendments made by any third party, before or after a design is published.

19 \ Any design, copywriting, drawing, idea or code created for the customer by Hoohaa Design, or any of it's contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Hoohaa Design and any of its relevant sub-contractors.

20 \ All design work where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Hoohaa Design will not be held responsible for any and all damages resulting from such claims. Hoohaa Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold



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HoohaaDesign responsible for any such loss or damage. Any claim against HoohaaDesign shall be limited to the relevant fee(s) paid by the customer.

21 \\ Text is to be supplied to HoohaaDesign in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail.

22 \\ Images that are supplied in an electronic format are to be provided in a format as prescribed by HoohaaDesign via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and HoohaaDesign will not be held responsible for any image quality that the client later deems to be unacceptable. HoohaaDesign cannot be held responsible for the quality of any images that the client wishes to be scanned from printed materials.

23 \\ Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

24 \\ Design Project Duration: Any indication given by HoohaaDesign of a design project's duration is to be considered by the customer to be an estimation. HoohaaDesign cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by HoohaaDesign for the initial payment or by date confirmed in writing by HoohaaDesign.

25 \\ Rights of Access for Web site Construction: The client agrees to allow HoohaaDesign all necessary access to computer systems and other locations, as required, in order to complete a web site project and until all due funds are cleared, including the necessary read/write permission, user names and passwords. The customer also agrees to allow HoohaaDesign access to any computer systems, user names and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

**26 ** The customer agrees to supply HoohaaDesign with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

27 \\ Design Project Completion: HoohaaDesign considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, web site uploading etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge unless included in the written quotation.

28 \\ Web site design only: Once web design is complete, HoohaaDesign will provide the customer with the opportunity to review the resulting work. HoohaaDesign will make one set of minor changes at no extra cost within 30 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to HoohaaDesign by e-mail or fax and confirmed by post. HoohaaDesign will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 30 days of the start of the review period.

29 \\ Hosting web sites: HoohaaDesign does not offer a hosting service. The client will be put in contact with local hosting companies in order to purchase the desired web domain. HoohaaDesign may request that clients change the type of hosting account used if that account is deemed by HoohaaDesign to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the web site. Fees due to the hosting organisation are the responsibility of the client and HoohaaDesign are not liable for their payment.

30 \\ Domain Registration: HoohaaDesign cannot guarantee the availability of any domain name. Where HoohaaDesign is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

31 \\ Search Engine Submission: Due to the infinite number of considerations that search engines use when determining a site's ranking, HoohaaDesign cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

32 \\ Design Credits: The customer agrees to allow HoohaaDesign to place a small credit on printed material exhibition displays, advertisements and/or a link to HoohaaDesign 's own web site on the customer's web site. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

**33 ** The customer also agrees to allow HoohaaDesign to place web sites and other designs, along with a link to the client's site on HoohaaDesign 's own web site for demonstration purposes and to use any designs in its own publicity.

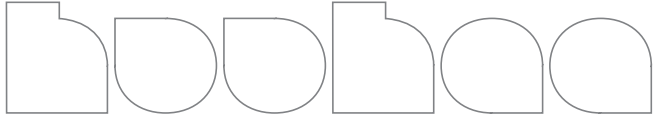
34 \\ Rights of Refusal: Hoohaa Design will not include in its designs, any text, images or other data that it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Hoohaa Design also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Hoohaa Design does include in all good faith, and then finds out that it contravenes these Terms & Conditions, the customer is obliged to allow Hoohaa Design to remove the contravention without hindrance, or penalty. Hoohaa Design is to be held in no way responsible for any such data being included.

35 \\ Cancellation: Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, HoohaaDesign will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days.

36 \\ Disclaimer: HoohaaDesign makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Hoohaa Design will not be held responsible for any and all damages resulting from products and/or services it supplies. HoohaaDesign is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold HoohaaDesign responsible for any such loss or damage. Any claim against HoohaaDesign shall be limited to the relevant fee(s) paid by the customer.

**37 ** HoohaaDesign reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms & Conditions. Hoohaa Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

**38 ** HoohaaDesign and its clients agree to comply with Printers Terms & Conditions that include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. HoohaaDesign recommend



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that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

39 \ General: These Terms & Conditions supersede any previous Terms & Conditions distributed in any form. HoohaaDesign reserves the right to change any rates and any of the Terms & Conditions at any time and without prior notice.

40 \ Acceptance of Quotation and Terms and Conditions: The placement of an order for design and/or any other services offered by HoohaaDesign and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms & Conditions and forms a Contract for Business between the signatory and HoohaaDesign.

41 ** If you have been provided with a proof, you signing the approval form confirms that you agree to the design and contents of the printed document as depicted on the proof. By signing the approval form, you absolve Hoohaa Design of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed this agreement and proof if supplied, you are not able to make any changes to the final product, nor are you able to hold HoohaaDesign responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against HoohaaDesign for any aspect of the work with which you are later dissatisfied. Signing this contract means that, as long as the finished product is as arranged and consistent with the proof if supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and non-negotiable. **This is your final opportunity to make changes to the content.

**42 ** Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, Hoohaa Design cannot guarantee an exact match in colour or texture between any materials with which you supply us, and the printed article.

**43 ** HoohaaDesign take no responsibility for any loss of business through non retrieval of emails, bounced messages or undelivered electronic mail. Hoohaa Design take no responsibility for the content of emails including attachments and viruses. Hoohaa esign takes no responsibility for renewing domain ownership or web hosting arrangements with third parties. Payment for hosting a new web site is only for the specific initial period stated by third party internet service provider and payment for hosting thereafter is the responsibility of the client.

**44 ** Travel Costs: In addition to the quoted price for the design work taking place, HoohaaDesign will charge £0.20 pence per mile to all clients outside of a 60 mile radius, for all visits made to client location, throughout the duration of the project.